

**AMENDMENT NO. 1 TO
AGREEMENT TO JOINTLY DELIVER THE ENERGY EFFICIENCY PARTNERSHIP
PROGRAM**

BETWEEN

THE SAN DIEGO UNIFIED PORT DISTRICT

and

SAN DIEGO GAS & ELECTRIC COMPANY

Dated: January 4, 2016

Amendment No. 1 Dated: October 29, 2018

This program is funded by California utility customers and administered by San Diego Gas & Electric Company under the auspices of the California Public Utilities Commission.

THE AGREEMENT TO JOINTLY DELIVER THE ENERGY EFFICIENCY PARTNERSHIP PROGRAM is hereby amended as follows:

A. Section 11.2, Non-Disclosure, is replaced in its entirety with the following:

11.2 Non-Disclosure. The District, on behalf of itself and its Permitted District Representatives (defined below), shall keep confidential and shall not disclose any Confidential Customer Information (defined below) disclosed to the District by SDG&E to allow the District to perform its obligations under this Agreement to any third party during the Term of this Agreement or after its completion, without the District having obtained the prior written consent of SDG&E, except as provided by law, lawful court order or subpoena. Prior to any disclosure of Confidential Customer Information as required by law, lawful court order or subpoena, the District agrees to provide prompt notice to SDG&E of such legal requirement, court order or subpoena so that SDG&E can take any legal action it deems necessary. The District shall access, collect, store, use, and disclose the Confidential Customer Information under policies, practices and notification requirements no less protective than those under which SDG&E operates. The District represents, warrants, and covenants that security procedures and practices appropriate to the nature of Confidential Customer Information involved are in place and will be used at all times with respect thereto to protect it from unauthorized access, destruction, use, modification, or disclosure. As a condition to the disclosure of any Confidential Customer Information, SDG&E may require that the District and its Permitted District Representatives comply with certain policies, practices and/or notification requirements to be followed in connection with the storage or usage of such Confidential Customer Information, which policies, practices and/or notification requirements shall be provided by SDG&E prior the disclosure by SDG&E of Confidential Customer Information. Notwithstanding the foregoing, the District shall be permitted to disclose Confidential Customer Information to its directors, officers, employees, agents, representatives, Contractors, subcontractors and suppliers who have a need to know such information for the performance of the District's Authorized Work hereunder (collectively, "Permitted District Representatives"), provided that the District shall cause each of its Permitted District Representatives to become familiar with and abide by, the same obligations of the District under this Section 11. Notwithstanding the above, nothing in this Agreement shall prohibit the District from disclosing to any third party any information and data derived from Confidential Customer Information as long as the Confidential Customer Information contained within such disclosure is aggregated and anonymized to the standards set forth in Commission Decision ("D.") 14-05-016 for the release of publicly available energy data by utilities, as determined by customer class, or if such standards are amended, the revised aggregation standards for the release of publicly available data by utilities as promulgated by the Commission at the time of such disclosure.

B. Section 11.7, Survival, is replaced in its entirety with the following:

11.7 Survival. Notwithstanding the return or destruction of all or any part of the Confidential Customer Information, the confidentiality provisions set forth in this Agreement shall nevertheless remain in effect with respect to the Confidential Customer Information in perpetuity.

C. All remaining terms and conditions of the Agreement remain in full effect.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to Agreement to Jointly Deliver the Energy Efficiency Partnership Program to be executed by their duly authorized representatives.

DISTRICT:

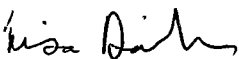
THE SAN DIEGO UNIFIED PORT DISTRICT

Name: Jason Giffen

Title: Assistant Vice President, Planning and Green Port Department

SDG&E:

SAN DIEGO GAS & ELECTRIC COMPANY



Name: Lisa Davidson

Title: Director, Customer Programs

Approved as to form:

